

Service Specific Terms

Vodafone Secure Device Manager

Enterprise Customers



1. The Service – Overview

- 1.1 The Vodafone secure device manager service (the “**VSDM Service**” or the “**Secure Device Manager Service**”) provides Customer with the ability to remotely configure, manage, maintain and support Approved Devices. The term “**Service**” or “**Services**” in these Service Specific Terms means the VSDM Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service specification (available from Vodafone on request), which sets out a description of the Service, including optional Service Elements and complementary Services (where applicable), and may be updated from time to time (the “**Service Specification**”). The specific Service Elements selected by Customer will be set out in the Commercial Terms and/or Order;
 - (b) the service levels which set out the standards that will be applied to the provision of the Service (the “**Service Levels**”); and
 - (c) the Third Party Provider’s User License Terms.
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Commercial Terms;
 - (b) the applicable Price Plan Guide(s);
 - (c) the General Terms;
 - (d) the Mobility Service Terms as set out at www.vodafone.co.uk/terms ;
 - (e) the Order, which confirms the Service Elements selected by/for Customer; and
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service

- 3.1 The VSDM Service provides the ability for Customer to remotely configure, manage, maintain and support Approved Devices and may comprise of the following Service Elements where selected by Customer in the Commercial Terms and/or Order:
- (a) Core Service Elements
 - (i) VSDM Software hosting (Cloud only);
 - (ii) the VSDM Software Licence(s) (licensed by the Third Party Provider);
 - (iii) Set-up of the VSDM Software;
 - (iv) Managed Support for the VSDM Software;
 - (b) Optional Service Elements
 - (i) Secure Email Gateway (SEG);
 - (ii) Airwatch Cloud Connector (ACC); and
 - (iii) Mobile Access Gateway (MAG).
- 3.2 Customer acknowledges that the VSDM Service does not include the provision of any airtime, data or professional services
- 3.3 The detailed functionality and limitations of the VSDM Service are described in the Service Specification
- 3.4 The Third Party Provider licensing the VSDM Software to Customer and being used by Vodafone in conjunction with its own support team to provide support for the VSDM Service is VMware UK Limited (whose registered office is at Phoenix House, 202 Elder Gate, Milton Keynes, United Kingdom, MK9 1BE). Vodafone shall

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endeavour to provide Customer access to the Third Party Provider throughout the Minimum Term (subject to the Third Party Provider's on-going agreement to such contact), however the Third Party Provider is not a party to the Agreement and Customer acknowledges that Vodafone shall be its primary contact in respect of the Services.

- 3.5 With the exception of certain optional services, the VSDM Services shall be provided using a data service hosted in Germany. Managed Support Requests may be dealt with by Vodafone support teams in India and Egypt and on occasion escalated to the Third Party Provider to support from the USA. Some optional services including the Auto Discovery service, the App Wrapping service and the App Reputation Scanning service shall be provided using a data service hosted in the USA.

4. Service Specific Conditions of Use

- 4.1 **Approved Devices:** Customer shall ensure the Services are used on Approved Devices only.

4.2 **VSDM Software Installation:**

- (a) Customer must accept the Third Party Provider's User License Terms before using the VSDM Software, and Customer hereby acknowledges that, by downloading or installing the VSDM Software, Customer and its Users shall be deemed to have read, understood, and agreed to all the Third Party Provider's User License Terms.
- (b) Customer must ensure that the hardware and software upon which the VSDM Software is installed meets the Technical Prerequisites (including configuration) as advised to Customer by Vodafone from time to time. If carried out by Vodafone on behalf of Customer, any such updates and/or changes to hardware or software (including but not limited to updating the SEG, the ACC or the MAG where applicable) shall be subject to additional charges.
- (c) Customer acknowledges that it is responsible for obtaining any other licences which may be needed to use the VSDM Service, including the Apple Enterprise Developer Certificate which enables use of the Service on Apple iOS devices.

4.3 **On Premise Service:** Where Customer has selected the On Premise Service Element:

- (a) Customer shall ensure that:
 - (i) its server, hardware and software meets Technical Prerequisites as advised to Customer by Vodafone; and
 - (ii) it informs and updates Vodafone of any changes to its server, hardware and software which may impact the delivery of the VSDM Services.
- (b) Customer shall be responsible for informing Vodafone, on a quarterly basis, of the number of licences used in the preceding period. Customer shall provide this information within 21 days of the quarter ending. Each quarter shall be a period of 3 calendar months, measured from the Service Commencement Date. Customer acknowledges that the timely and accurate provision of this information is essential to allow Vodafone to correctly invoice Customer for applicable Charges.
- (c) Vodafone shall be entitled to audit the number of Approved Devices using the VSDM Software by providing Customer with not less than 3 days' written notice. Vodafone shall perform any such audit during Customer's normal business hours, and shall use reasonable endeavours not to interrupt Customer's business operations. If any audit reveals that Customer has not paid the Support Charge in respect of each device using the Services, Vodafone shall issue an invoice to Customer for the shortfall of the Service Charge, and Customer shall promptly pay such invoice.

4.4 **Planned and Unplanned Outages:** The availability of the Service may be limited by maintenance work and technical defects in the Network. Vodafone shall use all reasonable efforts to:

- (a) inform Customer within 5 working days of any planned down time for maintenance purposes; and
- (b) keep any downtime between the hours of 02.00 and 06.00 (please note the deviation of one hour during daylight savings time (01.00 – 05.00 UTC)).

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- 4.5 **Location Tracking:** If Customer opts to use location-based services, Customer shall first ensure that it has all necessary consents from each User in relation to whom the location-based services may be used for Vodafone to provide Customer with geographical tracking information about that User. For the avoidance of doubt, the VSDM Service does not give Vodafone or the Third Party Provider the ability to access any personal data stored on Approved Devices or on Customer's server.
- 4.6 **Termination:** In addition to the termination rights set out in the General Terms and/or Mobility Service Terms, Vodafone shall be entitled to terminate the VSDM Service upon 30 days written notice to Customer where Vodafone's agreement with the Third Party Provider has terminated.
- 4.7 **Non-Perpetual Licence:** Except where Customer has paid for a Perpetual Licence, upon termination of the VSDM Services, Customer shall delete and dispose of all VSDM Software and materials provided to Customer by Vodafone or Third Party Provider as requested by Vodafone in order to prevent further use of the Services.

5. Data Protection

5.1 Vodafone is acting as Data Processor for this VSDM Service therefore the following clauses shall apply:

5.2 Vodafone (and their subcontractors):

- (a) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties' subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
- (b) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
- (c) may engage another processor (a "Sub-Processor") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (i) providing at least ten (10) Working Days' prior notice, or (ii) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause 5 to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.
- (d) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.
- (e) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
- (f) shall (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
- (g) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

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- 5.3 **Audit:** Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (i) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause 5.3 amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (ii) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this clause 5.
- 5.4 **Transfer of User Personal Data out of the EEA:** Vodafone may transfer User Personal Data to countries outside the European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.
- 5.5 **Law enforcement authorities:** Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.
- 5.6 **Enquiries from Users:** Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.



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1. Managed Support

- 1.1 Where the Managed Support Service Element is selected by Customer in the Commercial Terms and/or Order, Vodafone warrants that it shall provide the Managed Support Helpdesk with reasonable skill and care.
- 1.2 The Managed Support Helpdesk shall be responsible for providing technical support for general platform issues. The Managed Support Helpdesk shall pass on any standard account, device, SIM connectivity, order or general query requests not related to the VSDM Service to the Vodafone customer support teams as appropriate.
- 1.3 Customer shall raise all VSDM Managed Support Requests via the dedicated number provided to Customer by Vodafone.
- 1.4 Customer's IT personnel only (maximum of 10) may contact the Managed Support Helpdesk. Customer shall identify those nominated personnel to Vodafone on request. Customer shall inform Vodafone of changes to its nominated personnel. Vodafone reserves the right to reject support requests from any other personnel.

2. Pre-requisites for Support

- 2.1 In order to receive Managed Support from Vodafone and/or the Third Party Provider, Customer Shall:
 - (a) only use the VSDM Service with Approved Devices that are maintained in good working order;
 - (b) ensure it maintains the primary location group and group ID and shall ensure that the master location group enabled by Vodafone is not amended at any time; and
 - (c) ensure that the VSDM Software is loaded onto supported hardware configurations as defined by Vodafone and the Third Party Provider.
- 2.2 Vodafone shall only provide support in relation to Customer's server if the VSDM Software was installed by Vodafone and/or the Third Party Provider, or if Vodafone has health-checked the server and agreed to support it.
- 2.3 Vodafone shall be under no obligation to provide Managed Support for any Incidents caused by or related to any of the following:
 - (a) any issue which is not related to an Approved Device for which Customer has purchased a valid VSDM Software Licence;
 - (b) modification of any system or code or use of software or hardware not authorised or supplied by Vodafone;
 - (c) use of software or hardware (whether or not supplied by Vodafone or its authorised partners) that has been modified, altered or damaged by any person or entity other than Vodafone or its authorised partners;
 - (d) any Incident that Vodafone is unable to verify and reproduce after making commercially reasonable efforts, including Incidents which can only be reproduced with appropriate User devices, SIM Cards, or special access rights;
 - (e) any Incident which could have been prevented by the Customer running the most up to date release and version of the VSDM Software (including any patches and fixes) made available by Vodafone;
 - (f) any failure of the operating systems and / or non-Vodafone supported component (software or hardware) used by Customer that is beyond Vodafone's control (e.g. at Customer's site), including but not limited to any component that is integrated with the supported VSDM Software;
 - (g) issues related to changes to the primary location group and group ID by the Customer;
 - (h) problems caused or contributed to by Customer's negligence, abuse, misuse or misapplication of the VSDM Software, or any other failure to comply with the terms of the Agreement and applicable VSDM Software Licence; and/or
 - (i) use of the VSDM Software on a device connected to a network other than the Vodafone Network.



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- 2.4 Customer shall permit Vodafone or its representatives to review Customer's records and inspect Customer's facilities as reasonably necessary to ensure compliance with these Service Specific Terms. Vodafone shall give Customer at least five (5) days advanced notice of any such inspection and shall conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations.
- 2.5 The Customer shall:
- (a) allow Vodafone reasonable access to its Approved Devices and server in order that Vodafone can make any relevant VSDM Software upgrades to the server; and
 - (b) inform Vodafone of changes made to its server and systems which may impact delivery of the VSDM Service.
- 2.6 Customer shall be responsible for managing the configuration and application policies for all Approved Devices, via Vodafone's platform.

3. Severity Levels

- 3.1 Upon receipt of a Managed Support Request, the Managed Support Helpdesk shall allocate an Incident number and classify the Managed Support Request into one of the four categories set out in the following table:

Severity Category	Severity Definition
Critical – Priority 1	A condition causing total loss of the operation of the VSDM Service (loss of the platform or communication to the platform) and affects significant amount of Customer's Users for which no procedural workaround exists.
Serious – Priority 2	A high-impact problem which causes a partial loss of the VSDM Service and affects a significant amount of Customer's Users. . This problem may be the loss of functionality for a large group of Users of the key device management functions of the VSDM Service, such as enrolling, locking/wiping and pushing/managing policies. The problem allows for a capacity to remain productive and maintain necessary business-level operations.
Medium – Priority 3	A medium to low impact problem that involves partial functionality loss which impairs some of the operations of the VSDM Service for multiple Users but allows Customer to continue to function. For example, a loss of functions such as reporting and management of the application catalogue. Or a condition causing total loss of the operation of the VSDM Service (loss of the platform or communication to the platform) which affects a single User or small number Users.
Low – Priority 4	General usage questions or comments regarding the VSDM Service and its functionality. There is no impact on the quality, performance or functionality of the VSDM Service which is within the reasonable control of Vodafone.

4. Service Levels

- 4.1 Upon the classification of the Managed Support Request via the Managed Support Helpdesk, Vodafone shall handle each Managed Support Request as set out in the following table in accordance with the level of Set-up selected in the Commercial Terms and/or Order:

Managed Support Option	Foundation	Enhanced	Target
P1 Response Time	<4 Working Hours	<2 Working Hours	90% of Managed Support Requests handled within resolution and
P1** Resolution Time	<12 Working Hours	<8 Working Hours	
P2 Response Time	<8 Working Hours	<4 Working Hours	
P2** Resolution Time	<24 Working Hours	<16 Working Hours	



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P3 Response Time	<2 Working Days	<1 Working Day	response times stated above.
P3 Resolution Time	<15 Working Days	<10 Working Days	
P4 Response Time	<5 Working Days	<2 Working Days	
P4 Resolution Time	<30 Working Days	<20 Working Days	
** P1 & P2 Resolution Times shall be available for the Cloud Service Element only.			

- 4.2 The Service Levels shall apply to all Managed Support Requests received during Managed Support Working Hours only. Where a Managed Support Request is received outside of Managed Support Working Hours, the service level shall begin at the start of the Managed Support Working Hours on the next Working Day. Vodafone shall use all reasonable efforts to resolve Managed Support Requests for Incidents allocated to priority 1 and 2 outside of Managed Support Working Hours via the Vodafone technical customer support helpdesk.
- 4.3 Subject to clauses 3.1 and 4.1 of these Service Levels, Vodafone shall use reasonable efforts to resolve and respond to Managed Support Requests to the Target. Vodafone shall work to diligently resolve faults within the specified resolution times as set out within these Service Levels. The target resolution times may be affected if the reported problem involves any third-party software, equipment or services or any Force Majeure Event.
- 4.4 Customer shall fully co-operate with Vodafone and/or its suppliers at all times in a timely manner in order to fully close any Managed Support Requests. If Customer does not fully co-operate with Vodafone and/or Third Party Providers or otherwise is in breach of the Agreement, the Service Levels as set out clauses 3.1 and 4.1 of these Service Levels shall not apply.
- 4.5 Where Vodafone is unable to close down a Managed Support Request due to reasons outside Vodafone's control Vodafone shall notify Customer with reasons for the lack of closure and shall suspend the Managed Support Request until the Parties agree that the affecting issue has been resolved and the Managed Support Request can re-commence.
- 4.6 Vodafone shall provide support to Customer's IT helpdesk in accordance with this clause, and in relation to support for end-to-end connectivity relating to the VSDM Services including:
- (a) Approved Device client VSDM Software;
 - (b) Network connectivity issues between the Vodafone Secure Device Manager client and the platform;
 - (c) Approved Device issues related to the VSDM Service including connectivity configuration support (excluding Wi-Fi); and
 - (d) checking that a SIM is activated and has the correct Access Point Names associated to connect to the service.

5. Incident Management

- 5.1 When raising a request to the Managed Support Helpdesk, Customer's IT Helpdesk shall provide the following information to Vodafone:
- (a) contact details (name and phone number);
 - (b) Incident onset date and time;
 - (c) Incident description;
 - (d) scope of Incident;
 - (e) business impact;
 - (f) details of Customer testing and fault diagnostics;
 - (g) frequency of Incident (constant, intermittent, time of day related); and
 - (h) Customer availability for testing.



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- 5.2 When raising an Incident to the Managed Support Helpdesk, Customer's IT Helpdesk shall carry out the following activities:
 - (a) diagnose and ensure external components such as firewall, Network connectivity, server hardware/software, email and database servers are fully operational;
 - (b) diagnose User accounts to ensure that they are enabled and correctly configured;
 - (c) confirm whether other Users within the organisations are encountering similar Incidents;
 - (d) check device hardware is not faulty; including simple checks such as internet browser to confirm connectivity is available; and
 - (e) validate that the User is authorised by Customer to receive the VSDM Service.
- 5.3 Managed Support Request shall only be closed by the agreement of the Customer contact nominated when the Managed Support Request was made.
- 5.4 Where reasonably required to do so by Vodafone or as agreed between the Parties, Vodafone shall pass Managed Support Requests to the Third Party Provider. If Vodafone has passed a request to the Third Party Provider, the Third Party Provider may communicate directly with Customer, as it reasonably requires.
- 5.5 Customer may receive requests to supply server and client logs for the purpose of diagnostics and general support from Vodafone or the Third Party Provider. Customer acknowledges that the provision of such information by it may be critical to allow Vodafone or the Third Party Provider to provide effective support.
- 5.6 As part of the technical audit within the Set-up phase Vodafone may need to copy server logs and related information (such as quantity of devices) to ensure the server is compatible with Vodafone's support criteria.
- 5.7 Customer shall fully co-operate with Vodafone and/or the Third Party Provider (as applicable) at all times in order to close down any Managed Support Requests.
- 5.8 Vodafone shall be entitled to request Customer satisfaction surveys from time-to-time, based on the closure of Managed Support Requests. The results of the survey shall be used only for the improvement of the VSDM Service.

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Third Party Provider User License Terms



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1. VSDM Software

- 1.1 Following the Commencement Date, Vodafone shall direct Customer to electronic links for the download of the VSDM Software.
- 1.2 Each VSDM Software Licence shall be between Customer and the Third Party Provider. In order to receive the VSDM Software Customer must accept the applicable VSDM Software Licence on behalf of its Users and Customer must ensure that its Users are aware of the terms of the applicable VSDM Software Licence. Customer shall ensure that all Users perform the activation and registration process of the VSDM Software on each Approved Device that shall receive the VSDM Services.
- 1.3 Customer may receive updates to the VSDM Software during the Minimum Term as they become generally available. For the avoidance of doubt Vodafone shall be responsible for installing any such updates or new releases of the VSDM Software as reasonably practicable.
- 1.4 Customer shall comply, and shall ensure its Users comply, with the relevant VSDM Software Licence. Customer acknowledges that the VSDM Software Licence contains certain restrictions around the functionality and use of the VSDM Software. In the event Customer breaches any terms and conditions of this Agreement or the VSDM Software Licence, Vodafone or Third Party Supplier shall be entitled to terminate the VSDM Software Licence.
- 1.5 Customer is responsible for maintaining procedures external to the VSDM Software for reconstruction of lost or altered files, data, or programs to the extent it deems necessary, and for actually reconstructing any lost or altered files, data, or programs.
- 1.6 Customer shall provide and maintain all necessary hardware, software and the proper environment to operate the VSDM Software as specified in writing by Vodafone from time to time, including without limitation acquiring and maintaining the necessary system configuration, hardware, software and licences necessary to utilize the various capabilities of the VSDM Software. Neither Vodafone nor the Third Party Provider shall be responsible for any errors or defects in such hardware or software.
- 1.7 Vodafone or its licensor(s), as applicable, own all Intellectual Property Rights in and to the VSDM Software. Customer may not transfer, assign, sublicense, or otherwise distribute or enable a third party to use the VSDM Software or any part of it.
- 1.8 A Monthly Licence shall be required for each Approved Device provisioned by or for a User for access to the VSDM Software applicable to the Cloud service option and a Perpetual Licence shall be required for each Approved Device provisioned by or for a User for access to the VSDM Software applicable to the On Premise service option.
- 1.9 All warranties and liabilities in relation to the supply of the VSDM Software are set out in the VSDM Software Licence and, except as set out in Clause 1.1 above, Vodafone shall not be liable with respect to the VSDM Software provided under this Agreement.
- 1.10 Vodafone shall have no obligations or responsibilities of any kind hereunder with respect to problems caused in the use or functioning of the VSDM Software by any hardware or software product (including but not limited to operating systems, networks, and third party software) not supplied by Vodafone.
- 1.11 THE SOFTWARE IS SUPPLIED TO CUSTOMER "AS IS" AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VODAFONE DISCLAIMS AND EXCLUDES ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, TO SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE EITHER EXPRESS OR IMPLIED OR WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE AND VODAFONE AND ITS LICENSORS GIVE NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED OR THAT USE OF THE SOFTWARE WILL BE ACCURATE, UNINTERRUPTED OR RELIABLE.



Definitions

The following definitions are applicable to the Service:

Advanced Set-up	Advanced Set-Up is a professional service and shall be subject to an additional fee agreed in a separate agreement. Details are available via Customer's account manager.
Approved Device(s)	Devices approved by the Third Party Provider for use with the Software, as notified to Customer by Vodafone from time to time.
Cloud	The core Service Element detailed in the Commercial Terms and/or Order where Vodafone hosts the VSDM Software on a multi-tenancy platform in Germany.
IT Helpdesk	The Customer's IT Helpdesk and nominated employees or contractors who provide internal support for the Service.
Managed Support	The optional support Service Element selected by Customer in the Commercial Terms and/or Order which forms part of the VSDM Service.
Managed Support Helpdesk	The call centre operated by Vodafone to provide specific support for issues related to VSDM Service.
Managed Support Request	A request by Customer to the Managed Support Helpdesk for Managed Support in respect of the VSDM Service.
Managed Support Working Hours	The hours between 8.00 and 18.00 on any Working Day.
Monthly Licence	The temporary, monthly, per device, end user licence agreement for the licence of the VSDM Software between Third Party Provider and Customer (on behalf of its Users), which applies where Customer: (i) has opted to receive the Cloud service option; or (ii) has opted to receive an Optional Service Element in the Commercial Terms and/or Order or orders an unlisted Service Element which is subject to a Recurring Charge; and (iii) continues to pay the relevant licence Charge.
On Premise	The optional Service Element detailed in the Commercial Terms and/or Order where Customer is responsible for hosting the VSDM Software.
Perpetual Licence	The per device, one time, fixed fee and perpetual end user licence agreement or the licence of the VSDM Software between Third Party Provider and Customer (on behalf of its Users), which applies where Customer has opted to receive the On Premise Service Element in the Commercial Terms and/or Order or an Optional Service Element which is subject to an up-front one-off charge and which is classed as 'Perpetual' in the Commercial Terms and/or Order.
Service Specification	The summary of the VSDM Software features, set out in the document available from Vodafone upon request updated from time to time.
Set-up	The pre-service launch set-up fee of the core Vodafone Secure Device Management Service as selected in the Commercial Terms and/or Order. Any further set-up required by the Customer shall be deemed a professional service and subject to additional terms.
VSDM Software	The Software application, in object code form only, intended for use on an Approved Device, licensed to Customer by the Third Party Provider (for all Software related to the core Vodafone Secure Device Management Services and Secure Email Gateway and Remote Control Optional Service Elements) and subject to the applicable VSDM Software Licence.
VSDM Software Licence	The Third Party Provider User License Terms entered into between the Third Party Provider and Customer (on behalf of the User) which for the Core Secure Device Manager Service and Optional Service Elements is either a Perpetual Licence or a Monthly Licence as set out in the Commercial Terms and/or Order.